

DEFENSE

Research and Development Information

**Agreements between the
UNITED STATES OF AMERICA
and SWEDEN**

Agreement signed at
Washington and Stockholm
May 16 and June 13, 1997

and

Amendment to Agreement
Signed at Washington
August 13 and September 17, 2008

and

Amendment to Agreement
Signed at Washington and Stockholm
November 16 and December 13, 2012



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

SWEDEN

Defense: Research and Development Information

*Agreement signed at Washington and Stockholm
May 16 and June 13, 1997;*

Entered into force June 13, 1997.

And amendment to agreement.

*Signed at Washington August 13 and
September 17, 2008;*

Entered into force September 17, 2008.

And amendment to agreement.

*Signed at Washington and Stockholm
November 16 and December 13, 2012;*

Entered into force December 13, 2012.

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION
(Short Title: Sweden-U.S.
Master Information Exchange Agreement)

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PREAMBLE

The Department of Defense of the United States of America and the Government of the Kingdom of Sweden, hereinafter referred to as the "Parties":

recognizing the General Security of Military Information Agreement between the Government of Sweden and the Government of the United States of America, dated 23 December 1981, as amended, including the Industrial Security Annex thereto, dated 16 February 1982

having a common interest in defense technology;

desiring to improve their respective conventional defense capabilities through the application of emerging technology; and

having independently conducted research and development (R&D) of the applications of various technologies, recognize the benefits of cooperation in the mutual exchange of R&D Information;

Have agreed as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to this Agreement.
Annex Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to implementation of this Agreement or Annexes thereto.
Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Controlled Information	Government information and commercial proprietary information not regulated under the provisions of Article IX to which access limitations have been implied by a U.S. or Swedish authority in accordance with U.S. or Swedish laws and regulations, and which will be marked and handled in compliance with this Agreement.
Contractor Support Personnel	Persons who are under contract to provide administrative and professional support services to the Parties.
Designated Security Authority (DSA)	The security office approved by Authorities to be responsible for the security aspects of this Agreement.
Establishments	Government organizations listed in an Information Exchange Annex that provide, or have an interest in, R&D Information to be exchanged.
Information Exchange Annex (IEA)	An Annex established under the provisions of this Agreement to exchange R&D Information of mutual interest concerning specified technology areas or categories of weapons.
Liaison Officers (LOs)	Representatives of the Parties, normally personnel accredited to embassies or missions, who may assist Annex Authorities, Technical Project Officers (TPOs) and

Establishments in IEA-related efforts. This does not include representatives of one Party who are assigned on a temporary basis to work in facilities of the other Party except where such representatives have been assigned for the purposes of a specific IEA.

Production
Information

Designs, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, software source code and related information (excluding R&D Information) necessary to manufacture or substantially upgrade military materiel and munitions.

R&D Information

Any research and development knowledge which can be communicated by any means, regardless of form or type including, but not limited to, scientific, technical, business, or financial nature whether or not subject to copyright, patent, or other legal protection.

Technical Project
Officers (TPOs)

Representatives of government organizations who are specifically authorized to exchange R&D Information under an IEA.

Third Party

Any person or other entity whose government is not a Party to this Agreement.

ARTICLE II

OBJECTIVE AND SCOPE

2.1. The objective of this Agreement is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Parties.

2.2. The Parties may exchange R&D Information under this Agreement upon conclusion of individual IEAs. Each IEA shall specify the scope of R&D Information which may be exchanged. Exchanges of R&D Information under each IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this Agreement.

2.3. Each IEA, upon conclusion, shall form an integral part of this Agreement. Each IEA shall generally conform to the format outline provided in Appendix 1. Each IEA shall:

- 2.3.1. specify the scope of R&D Information exchange;
- 2.3.2. identify the Annex Authorities, TPOs and Establishments;
- 2.3.3. specify any applicable special disclosure and use provisions, when necessary;
- 2.3.4. identify the highest level of classification of Classified Information which may be exchanged under the IEA; and
- 2.3.5. establish a termination date for the IEA not more than five years after the IEA enters into force.

2.4. Either Party may propose potential IEAs to be conducted under the provisions of this Agreement. The proposing Party may provide a written synopsis describing the proposed IEA to the other Party, and solicit its participation in concluding an IEA.

2.5. This Agreement permits the exchange of R&D-related computer software subject to paragraph 2.2. and the restrictions established in an individual IEA, but does not permit the exchange of weapon, sensor or related system computer software, or weapon, sensor or related system computer software documentation.

2.6. Production Information shall not be exchanged or provided under this Agreement.

2.7. No defense articles or services may be exchanged or provided under this Agreement.

2.8. The activities of the Parties under this Agreement shall be carried out consistent with their national laws and the obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

2.9. In the event of a conflict between the provisions of this Agreement and any Appendix or IEA to this Agreement, the Agreement shall take precedence.

ARTICLE III

MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Agreement, or their equivalents in the event of reorganization:

Sweden: The Head of the Department for Military Affairs

United States: Deputy Assistant Secretary of Defense
(International Programs)

3.2. The Authorities shall be responsible for:

3.2.1. reviewing and approving recommended amendments to this Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration);

3.2.2. amending Appendix 1 ("Model" Information Exchange Annex) to this Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and

3.2.3. resolving issues brought forth by the Annex Authorities.

3.3. The Parties hereby establish the following Annex Authorities to coordinate their respective IEA efforts under this Agreement, or their equivalents in the event of reorganization:

Sweden: The Defence Material Administration
represented by:

The Chief of the Army Material Command

The Chief of the Naval Material Command

The Chief of the Air Force Material Command

The Chief of Joint Systems and Support
Command

The National Defence Research Establishment
represented by:

The Director General

United States: The Assistant Secretary of the Army
 (Research, Development and Acquisition)
 (for Army Matters)

 The Assistant Secretary of the Navy
 (Research, Development and Acquisition)
 (through Navy International Programs
 Office for Navy Matters)

 The Deputy Under Secretary of the
 Air Force (International Affairs)
 (For Air Force Matters)

 Director, Defense Advanced Research
 Projects Agency (DARPA)

 Director, the Ballistic Missile Defense
 Organization (BMDO)

3.4. The Annex Authorities shall be responsible for:

- 3.4.1. exercising executive-level oversight of IEA efforts;
- 3.4.2. resolving issues brought forth by the TPOs;
- 3.4.3. concluding new IEAs on behalf of the Parties;
- 3.4.4. approving the amendment and termination of IEAs in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and
- 3.4.5. coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers).

3.5. Each IEA shall identify a single TPO to represent each Party. Unless otherwise set forth in an individual IEA, TPOs shall be responsible for:

- 3.5.1. exercising day-to-day management of IEA efforts;
- 3.5.2. resolving IEA issues and problems brought forth by Establishments;
- 3.5.3. referring issues to the Annex Authorities that cannot be mutually resolved by the TPOs;
- 3.5.4. recommending the development of new IEAs to the Annex Authorities;
- 3.5.5. recommending the amendment or termination of IEAs to the Annex Authorities;

- 3.5.6. amending the list of Establishments in IEAs;
- 3.5.7. establishing and maintaining annual R&D Information exchange objectives for each IEA, as appropriate;
- 3.5.8. maintaining oversight of the security aspects of the IEA in accordance with Article VIII (Controlled Information) and Article IX (Security);
- 3.5.9. acting as the national focal point for exchange of R&D Information under the IEA, and maintaining lists of R&D Information exchanged; and
- 3.5.10. any other unique responsibilities required for management of the IEA.

3.6. Each IEA shall identify Establishments that may, subject to TPO authorization and the provisions of Article IV (Channels of Communication and Visits), exchange R&D Information and sponsor visits under the IEA.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those TPOs specified in individual IEAs to this Agreement are authorized to exchange R&D Information related to that IEA on behalf of the Annex Authorities. R&D Information exchanged between the Parties shall be forwarded by TPOs to their counterparts via government channels for appropriate dissemination. Liaison Officers may also assist TPOs in the transmission of R&D Information, as appropriate, in accordance with Article IX (Security).

4.2. Each Party shall permit IEA visits to its TPOs and Establishments by participating personnel of the other Party, provided that the visit is authorized by both Parties and visiting personnel have appropriate security clearances and a need-to-know.

4.3. All visiting personnel shall be required to comply with security regulations of the host Party. Any R&D Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

4.4. Requests for IEA visits by personnel of one Party to TPOs or Establishments of the other Party shall be coordinated through official channels, and shall conform with the established visit procedures of the host country. Requests for visits shall bear the name of the IEA and a proposed list of topics to be discussed. When requests for visits also include visits to contractor facilities of the host country, which are outside the provisions of this agreement, such requests will comply with that country's contractor visit procedures.

4.5. Lists of personnel of each Party required to visit, on a continuing basis, IEA TPOs or Establishments of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. Each Party shall bear the full costs it incurs in making, managing, and administering any R&D Information exchanges under this Agreement. No funds shall be transferred between the Parties. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its responsibilities under this Agreement. If a Party notifies the other Party that it is terminating or reducing its funding for any R&D effort covered by a specific IEA, the Parties shall immediately consult with a view toward termination or continuation of the information exchange on a changed or reduced basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing contracts on the other Party's behalf in connection with any R&D Information exchanges under this Agreement. Furthermore, this Agreement creates no obligation to place contracts to implement any R&D Information exchanges under this Agreement.

ARTICLE VII

DISCLOSURE AND USE OF R&D INFORMATION

7.1. R&D Information exchanged pursuant to an IEA shall be specifically described therein. Only R&D Information shall be exchanged under this Agreement. Production Information shall not be exchanged under this Agreement.

7.2. Except as provided in paragraph 7.5., a Party (including its Contractor Support Personnel) may use the R&D Information exchanged under this Agreement solely for information and evaluation purposes by their defense establishments.

7.3 R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party. The receiving Party shall not disclose R&D Information exchanged under this Agreement to contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Party.

7.4. The receiving Party shall ensure that Contractor Support Personnel, contractors, or any other persons to whom it discloses R&D Information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement and the relevant IEA concerning the use, control, and protection of such information.

7.5. The Parties may determine in a specific IEA that R&D Information exchanged therein may be used for purposes other than for purposes of information and evaluation by their defense establishments. The IEA shall contain specific provisions for such use, which may not extend beyond the defense purposes specified therein.

7.6. No transfer of ownership of R&D Information shall take place under this Agreement. R&D Information shall remain the property of the originating Party or its contractors.

7.7. R&D Information shall be exchanged only when it may be done:

- 7.7.1 without incurring liability to holders of proprietary rights; and
- 7.7.2 where disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.8. All R&D Information subject to proprietary interests shall be identified, marked, and handled in accordance with Article VIII (Controlled Information) or Article IX (Security).

7.9. R&D Information that is exchanged under this Agreement shall be disclosed to Third Parties by the receiving Party only in accordance with Article X (Third Party Transfers).

ARTICLE VIII
CONTROLLED INFORMATION

8.1. Except as otherwise provided in this Agreement or authorized in writing by the originating Party, Controlled Information received under this Agreement shall be controlled as follows:

- 8.1.1. such information shall be used only for the purposes authorized for use of R&D Information as specified in Article VII (Disclosure and Use of R&D Information);
- 8.1.2. access to such information shall be limited to personnel whose access is necessary for the permitted use under sub-paragraph 8.1.1., and shall be subject to the provisions of Article X (Third Party Transfers); and
- 8.1.3. each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in sub-paragraph 8.1.2., unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Information is appropriately marked to indicate its "in confidence" nature.

ARTICLE IX

SECURITY

9.1. All Classified Information exchanged pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement between Sweden and the United States of America, of 23 December 1981, and including the Industrial Security Annex thereto, of 16 February 1982.

9.2. Classified Information shall be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties in accordance with Article IV (Channels of Communication and Visits). Such information shall bear the level of classification, denote the country of origin, the conditions of release, and the fact that the Classified Information relates to this Agreement, or one of its IEAs.

9.3. Each Party shall take all lawful steps available to it to ensure that Classified Information exchanged pursuant to this Agreement is protected from further disclosure, except as permitted by paragraph 9.6., unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:

9.3.1. the recipient shall not release the Classified Information to any government, national, organization, representative, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article X (Third Party Transfers) for other than the purposes provided for in this Agreement; and

9.3.2. the recipient shall comply with any distribution and access restrictions on Classified Information that is received under this Agreement.

9.4. The Parties shall investigate all cases in which it is known or where there are grounds for suspecting that Classified Information exchanged pursuant to this Agreement has been lost or disclosed to unauthorized persons. Each Party also shall promptly and fully inform the other Party of the details of any such occurrences, of the final results of the investigation, and of the corrective action taken to preclude recurrences.

9.5. Each Party shall ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to such information.

9.6. For any facility wherein Classified Information is to be used or stored, the responsible Party shall approve the appointment of a person or persons of sufficient rank to exercise effectively the responsibilities for safeguarding at such facility the Classified Information pertaining to this Agreement. These officials shall be responsible for limiting access to Classified Information involved in this Agreement to those persons who have been properly approved for access and have a need-to-know.

9.7. U.S. classified information to be exchanged pursuant to this Agreement may be classified as high as US SECRET. Swedish classified information pursuant to this Agreement may be classified as high as HEMLIG. Classified information exchanged under this Agreement will be safeguarded as follows:

- a. Swedish Classified Information or Material provided to the U.S. marked as HEMLIG will be safeguarded as U.S. SECRET.
- b. U.S. SECRET or CONFIDENTIAL Information or Material provided to Sweden will be safeguarded as HEMLIG.

9.8 The existence and content of this Agreement are UNCLASSIFIED. The existence or content of individual IEAs may be classified, and will be marked accordingly.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. In accordance with Article VII (Disclosure and Use of R&D Information) a Party shall not sell, transfer title to, transfer possession of, or otherwise disclose R&D Information to any Third Party without the prior written consent of the Party which provided such information. The providing Party shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1. Any disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

ARTICLE XII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

12.1. This Agreement may be amended upon the written consent of the Parties.

12.1.1. Appendix 1 of this Agreement may be amended upon the written consent of the Authorities.

12.1.2. The IEAs may be amended upon the written consent of the Annex Authorities. Annex Authorities may change TPO assignments, and TPOs may change the list of Establishments in their IEAs, through an exchange of correspondence.

12.2. This Agreement may be terminated at any time by the written consent of the Parties. The IEAs may be terminated at any time by the written consent of their respective Annex Authorities. In the event the Parties decide to terminate the Agreement, or the Annex Authorities decide to terminate any of the IEAs hereto, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms.

12.3. In the event that a Party finds it necessary to unilaterally terminate its participation in this Agreement, or a Party's Annex Authority finds it necessary to unilaterally terminate its participation in any of the IEAs hereto, such termination shall be subject to the provisions of this Agreement. The terminating Party shall continue participation until the effective date of termination.

12.3.1. A Party may terminate its participation in this Agreement upon 120 days written notification to the other Party.

12.3.2. A Party's Annex Authority may terminate its participation in an IEA upon 60 days written notification to the other Party's Annex Authority.

12.4. The respective rights and responsibilities of the Parties regarding Article VII (Disclosure and Use of R&D Information), Article VIII (Controlled Information), Article IX (Security), and Article X (Third Party Transfers) shall continue notwithstanding termination or expiration of this Agreement or its IEAs.

12.5. This Agreement, which consists of the Preamble, twelve Articles, and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for fifteen years. The Parties shall consult no later than six years prior to the

expiration of this Agreement and decide whether or not to extend its duration. It may then be extended by written consent of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized have signed this Agreement.

Signed in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA:

Paul G. Kaminski
Signature

Paul G. Kaminski

Name

UNDERSECRETARY OF DEFENSE
(ACQUISITION AND TECHNOLOGY)

Title

MAY 16 1997

Date

Washington, DC

Location

FOR THE GOVERNMENT OF THE
KINGDOM OF SWEDEN:

Lena Jönsson
Signature

Lena Jönsson

Name

STATE SECRETARY OF DEFENCE

Title

JUNE 13 1997

Date

Stockholm

Location

APPENDIX 1

"MODEL" INFORMATION EXCHANGE ANNEX

INFORMATION EXCHANGE ANNEX A/N/AF/D-YR-SW-####
SWEDEN-U.S.

MASTER INFORMATION EXCHANGE AGREEMENT

CONCERNING

(Provide Title)

In accordance with the Master Information Exchange Agreement (MIEA) between the Government of the Kingdom of Sweden and the Department of Defense of the United States of America, signed _____, the following Information Exchange Annex (IEA) is hereby established.

1. DESCRIPTION: (Note: Provide a description of the scope.)

a. The scope of the IEA comprises an exchange of R&D Information in the following technology areas:

- (1) (Note: Provide a more specific description of the IEA's scope by listing pertinent technology areas where R&D Information is to be exchanged)
- (2) (Note: Specifically identify any proposed exchange of Technology Base computer software within the scope tasks, if envisioned.)

b. Exchanges of R&D Information under this IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.

c. All R&D Information exchanges under this IEA shall conform with the provisions of the MIEA, including the prohibitions against exchange of weapon, sensor or related system computer software, weapon, sensor or related system computer software documentation, exchange of Production Information, and exchange or provision of defense articles or services contained in Article II (Objective and Scope) of the MIEA.

d. Correspondence and requests for R&D Information shall be handled in accordance with Article IV (Channels of Communication and Visits) and Article IX (Security) of the MIEA.

e. This IEA provides no authority for placing contracts in accordance with Article VI (Contractual Arrangements) of the MIEA.

f. R&D Information will not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Party in accordance with Article VII (Disclosure and Use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of paragraph 4. below, R&D Information exchanged under this Agreement is to be used by the receiving Party's government employees and contractor support personnel solely for information and evaluation purposes for its national defense.

2. ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON OFFICERS, AND ESTABLISHMENTS:

a. For Sweden:

- (1) Annex Authority
- (2) Technical Project Officer
- (3) Liaison Officer(s) (where appropriate)
 - (a) _____
- (4) Establishments
 - (a) _____

b. For the U.S.:

- (1) Annex Authority
- (2) Technical Project Officer
- (3) Liaison Officer(s) (where appropriate)
 - (a) _____
- (4) Establishments
 - (a) _____

3. SECURITY AND INFORMATION CONTROL:

a. The highest classification of R&D Information which may be exchanged under this IEA is US SECRET = SWEDISH HEMLIG.

b. All R&D Information exchanges under this IEA will conform with the security and information control provisions of the MIEA including Article VII (Disclosure and Use of R&D

Information), Article VIII (Controlled Information), Article IX (Security), and Article X (Third Party Transfers).

c. Annual R&D Information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence by the TPOs and will be revised annually by the TPOs to reflect current technology considerations.

4. SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS:

(Note: Most IEAs will not require the addition of any special provisions in this area. However, if the Annex Authorities desire to establish particular disclosure and use provisions in accordance with Article VII (Disclosure and Use of R&D Information) such text should be inserted here. For example, use of R&D Information may be authorized for use only in designated defense programs of the Parties.)

5. FINANCIAL RESPONSIBILITIES:

Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article V (Financial Arrangements) of the MIEA.

6. TERMINATION AND DURATION OF THIS IEA ANNEX:

a. This IEA may be terminated at any time by the written consent of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article XII (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.

b. This IEA shall remain in force for a period of ____* years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

* (Period not to exceed five years)

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA:

Signature

Name

Title

Date

Location

FOR THE GOVERNMENT OF THE
KINGDOM OF SWEDEN:

Signature

Name

Title

Date

Location

AMENDMENT NUMBER ONE
TO THE
AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION
(Short Title: Sweden-U.S.
Master Information Exchange Agreement)

INTRODUCTION

The purpose of Amendment One to the Agreement between the Department of Defense of the United States of America and the Government of the Kingdom of Sweden Concerning Exchange of Research and Development Information, dated June 13, 1997, is to extend the Agreement by fifteen years.

AMENDMENT

1. In paragraph 12.5., the phrase "remain in force for fifteen years" is replaced with "remain in force until June 13, 2027."
2. This amendment to the Agreement will enter into force on the date on which the last signature is affixed below.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA:

Signature

John J. Young, Jr.

Name

Under Secretary of Defense
for Acquisition, Technology and Logistics

Title

AUG 13 2008

Date

Washington, DC

Location

FOR THE GOVERNMENT OF THE
KINGDOM OF SWEDEN:

Signature

Name

Date

Date

Location

AMENDMENT TWO
TO THE
AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION

(Short Title: Amendment Two to the Sweden-U.S. Master Information Exchange Agreement)

PREAMBLE

The Department of Defense of the United States of America and the Government of the Kingdom of Sweden, hereinafter referred to as the "Parties";

Considering the Agreement between the Department of Defense of the United States of America and the Government of the Kingdom of Sweden Concerning Exchange of Research and Development Information (hereinafter referred to as the "Agreement"), which entered into force on June 13, 1997, as amended;

Have agreed as follows:

ARTICLE I PURPOSE

The purpose of this Amendment is to add export control text; update the titles of the United States national Authorities for the Agreement and the United States national Annex Authorities; change the highest classification level of Research and Development (R&D) Information that may be exchanged pursuant to the Information Exchange Annexes (IEAs) under the Agreement, as amended; and otherwise modify the Agreement as appropriate.

ARTICLE II AMENDMENT

The Agreement is hereby amended as follows:

1. Delete the word "contractor" and replace it with the following: "Contractor", wherever it appears throughout the Agreement.
2. Change Article I, Definition of Terms and Abbreviations as follows:
 - a. Delete the definition of "Contractor Support Personnel" and replace it with the following: "Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support contract."
 - b. Add the following terms and definitions:

Contractor	Any entity awarded a contract by a Party's contracting agency.
Party	A signatory to this Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement.

3. Change Article III (Management), as follows:

- a. Delete the title of the United States national Authority in paragraph 3.1. and replace it with the following:

“Director, International Cooperation
Office of the Under Secretary of Defense (Acquisition, Technology and Logistics)”.

- b. Delete the list of titles of the United States national Annex Authorities in paragraph 3.3. and replace it with the following:

“The Deputy Assistant Secretary of the Navy (International Programs) (for Navy matters)

The Deputy Under Secretary of the Air Force (International Affairs) (for Air Force matters)

The Director, Missile Defense Agency (for Missile Defense Agency matters)

The Deputy Assistant Secretary of the Army for Defense Exports and Cooperation (for Army matters)”.

4. Change Article VII (Disclosure and Use of R&D Information), as follows:

- a. Delete the word “Unclassified” from the parenthetical title of Article VIII in paragraph 7.8.

- b. Insert the following new paragraph after paragraph 7.9.:

“7.10. All transfers of R&D Information shall be consistent with the furnishing Party’s applicable export control laws and regulations. The furnishing Party shall ensure that the applicable export control markings are placed on its R&D Information before transferring it to the receiving Party.”

5. Change Article IX (Security), as follows:

a. Delete paragraph 9.7. and replace it with the following:

“9.7. The existence of this Agreement is unclassified and the contents are unclassified. U.S. Classified Information to be exchanged pursuant to this Agreement may be classified as high as U.S. SECRET. Swedish Classified Information to be exchanged pursuant to this Agreement may be classified as high as Swedish HEMLIG. Classified Information exchanged under this Agreement shall be safeguarded as follows:

9.7.1. Swedish Classified Information provided to the U.S. marked as HEMLIG shall be safeguarded as U.S. SECRET.

9.7.2. U.S. SECRET or CONFIDENTIAL information provided to Sweden shall be safeguarded as HEMLIG.”

6. Change Article XII (Amendment, Termination, Entry into Force, and Duration), as follows:

a. Delete the word “Unclassified” from the parenthetical title of Article VIII in paragraph 12.4.

7. Change Appendix 1 (“Model” Information Exchange Annex), as follows:

a. Delete the first sentence and replace it with the following: “In accordance with the Agreement between the Department of Defense of the United States of America and the Government of the Kingdom of Sweden Concerning Exchange of Research and Development Information, which entered into force on June 13, 1997, as amended (hereinafter referred to as the “Agreement”), the following Information Exchange Annex (IEA) is hereby established.”

b. Delete the acronym “MIEA” and replace it with the following: “Agreement”, wherever it appears throughout Appendix 1.

c. In the second sentence of paragraph 1.f., delete the words, “contractor support personnel”, and replace them with the words, “Contractor Support Personnel”.

d. Delete paragraph 3.a. and replace it with the following:

“a. The highest classification of R&D Information that may be exchanged under this IEA is _____ (*Note: Insert the level of U.S. classification, up to U.S. SECRET, and the level of Swedish classification, up to Swedish HEMLIG.*)”

ARTICLE III
ENTRY INTO FORCE AND DURATION

This Amendment shall enter into force upon signature by the Parties.

Unless specifically amended herein, all provisions of the Agreement remain unchanged.

This Amendment shall remain in force for the same period as the Agreement that it amends.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have signed this Amendment in two originals in the English language.

Amendment Two to the Sweden-U.S. Master Information Exchange Agreement

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA:



Signature

Frank D. Kenlon

Name

Acting Director, International Cooperation
Office of the Under Secretary of Defense
(Acquisition, Technology and Logistics)

Title

11 / 16 / 2012


Date

Washington, DC

Location

Amendment Two to the Sweden-U.S. Master Information Exchange Agreement

FOR THE GOVERNMENT OF THE
KINGDOM OF SWEDEN:



Signature

Reidar Ljöstad

Name

Director, Ministry of Defence

Title

2012-12-13

Date

Stockholm

Location